

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

MASSACHUSETTS DEVELOPMENT	)	
FINANCE AGENCY	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 04 CV 10203 PBS
	)	
ADP MARSHALL, INC., a FLUOR	)	
DANIEL COMPANY, and FIREMAN'S	)	
FUND INSURANCE COMPANY	)	
Defendants.	)	
	)	
ADP MARSHALL, INC.	)	
Plaintiff-in-Counterclaim,	)	
	)	
v.	)	
	)	
MASSACHUSETTS DEVELOPMENT	)	
FINANCE AGENCY	)	
Defendant-in-Counterclaim.	)	
	)	
ADP MARSHALL, INC.	)	
Third Party Plaintiff,	)	
	)	
v.	)	
	)	
ALLIED CONSULTING ENGINEERING	)	
SERVICES, INC., UNITED STATES	)	
FIDELITY AND GUARANTY	)	
COMPANY, et al.	)	
Third Party Defendants.	)	
	)	

**DEFENDANT ADP MARSHALL, INC.'S INITIAL DISCLOSURES**

Pursuant to Fed. R. Civ. P. 26(a)(1) and Local Rule 26.2(A) of the United States District Court for the District of Massachusetts, and subject to the objections set forth below, Defendant hereby submits the following initial disclosure of matters required by Fed. R. Civ. P. 26(a)(1) that may be relevant to disputed facts alleged with particularity in the pleadings.

Defendant disclaims any representation that the documents produced herewith are necessarily relevant to any or all disputed facts and reserves the right to object to the admissibility of any document in accordance with the Federal Rules of Evidence.

I. Individuals likely to have discoverable information that Defendant may use to support its claims and defenses.

- A. Tom Hughes  
ADP Marshall, Inc.  
75 Newman Avenue  
Rumford, Rhode Island  
401-438-3500
- B. Robert Greetham  
Legatt McCall Properties
- C. Ray Keough  
Delta Keyspan
- D. Roger Fuller  
R&R Windows
- E. Mike Zimmerman  
Allied Engineering
- F. Tom Pope  
Mass Development
- G. Paul Pennie  
Erland Contractors
- H. Bill Gisness  
Spagnolo Gisness and Associates
- I. Brian Metcalf  
formerly of ADP Marshall, Inc.
- J. Kevin Jansen  
formerly of ADP Marshall, Inc.
- K. Pete Maddison  
Maddison Associates, Inc.

II. Documents in the possession, custody or control of Defendants that relate to this project are available for inspection and copying at the offices of Haese, LLC, by appointment.

III. Computation of Damages

ADP Marshall, Inc. is due \$5,380 from the MDFA as determined by DALA. ADP Marshall is due \$2,772 from the MDFA for the upgrade of AHU#2 from 12,000 to 15,000 CFM.

ADP Marshall seeks indemnification and/or contribution from its subcontractors for those damages sought by the MDFA, to the extent those damages relate to the work of ADP Marshall's

subcontractors. ADP Marshall also reserves its rights to seek attorney fees and costs incurred in defending against the MDFA's claims, to the extent the respective subcontract agreements allow for the recovery of same.

IV. Insurance Agreements

ADP Marshall is not aware of any insurance agreements that relate to the MDFA's claims.

Submitted this 18<sup>th</sup> day of January, 2005.

The Plaintiffs,  
By their attorneys,



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70 Franklin Street  
Boston, MA 02110  
(617) 428-0266 - Telephone  
(617) 428-0276 - Fax  
atine@haese.com

**CERTIFICATE OF SERVICE**

I hereby certify that I served a copy of the foregoing document via United States Mail postage prepaid this 18<sup>th</sup> day of January, 2005 to all counsel of record.



Andrew J. Tine, Esq.